

## SUPERINTENDENT'S CONTRACT

Commonwealth of Kentucky

County of Bracken

THIS CONTRACT is entered into by and between the Board of Education (hereinafter referred to as The Board) of the Augusta Independent School District, located in Bracken County, Kentucky (hereinafter The District), and Lisa McCane, (hereinafter the Superintendent, for the position of Superintendent of Schools of the District.

The Board hereby agrees to employ the Superintendent for a period of four years beginning on July 1, 2011 and ending on June 30, 2015. The Superintendent agrees to the terms of employment under the following conditions:

1. The 2013-2014 annual salary paid to the Superintendent shall be \$107, 719 which includes rank, experience, 55 additional days, and extra service pay for the contract year. Commencing July 1, 2012, and every year thereafter, the Superintendent shall receive a percentage increase in her annual salary commensurate with the percentage increase in teachers' salaries paid in the District. In addition thereto, the Superintendent shall be eligible for annual merit increases commencing on July 1, 2012. Such merit increases shall be mutually agreed to. The salary is to be paid in regular bi-monthly installments out of the school fund of said District. The Superintendent shall be entitled to all the legally permissible benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Board, including but not limited to, emergency leave, leave for jury duty, personal leave and sick leave benefits, and any other forms of insurance protection, retirement program, and other administrative employee benefits. The Board shall also pay the Superintendent's health,

dental, and/or eye insurance plan expenses up to \$150.00 per month, if applicable. The board shall also pay for annual bus driver update training at the district rate compensated to bus drivers, if applicable.

2. The board shall provide a cell phone to the Superintendent for school and personal use paid by the district.
3. This contract requires the services of the Superintendent for two hundred forty (240) days per year.
4. The Superintendent agrees to perform well and faithfully the duties of Superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time.
5. The Superintendent shall furnish throughout the life of this Contract a valid and appropriate license to act as Superintendent in the State of Kentucky.
6. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of her Contract. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.
7. The Board shall annually provide the Superintendent with a written evaluation based upon a mutually agreed upon evaluation instrument, with period opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

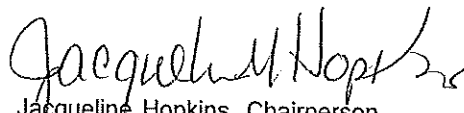
8. The Superintendent shall receive ten (10) days of vacation annually, exclusive of legal holidays and other school vacations.
9. The Superintendent shall be entitled to ten (10) days of sick leave per year for illness, which may accumulate without limit, and one (1) personal day per year which will not accumulate.
10. The Board shall allow the Superintendent mileage reimbursed at no less than the state rate established by law for the use of the Superintendent's personal car for travel completed for business purposes, as defined by District policy, both inside and outside the District. The Superintendent shall also be reimbursed for personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board.
11. The Board shall, by direct payment or reimbursement, pay the professional dues and liability insurance for the Superintendent's memberships in KASA and KASS.
12. The Superintendent shall attend appropriate professional meetings and conferences at the local, regional, state, and national levels. The Board shall reimburse the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board.
13. The Superintendent, with prior Board approval, shall be allowed time to further the Superintendent's formal education at a recognized college or university without loss of pay or vacations during the months when school is not in session.

14. The Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for various available positions within the District which are subject to appointment by the Superintendent.
15. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this shall not prevent the Board from taking action on matters before the Board if the Board so desires.
16. In the absence of mutual agreement, this contract may only be terminated by the Board upon a showing of legal cause and in accordance with procedures established by Kentucky law.
17. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists as regards the defense to such claim between the legal position of the Board and/or District, the Superintendent may engage counsel, in which event the District shall indemnify the Superintendent for the cost of legal defense.

Dated this 13 day of June, 2013. By:

  
Lisa McCane, Superintendent

Dated this 13 day of June, 2013. By:

  
Jacqueline Hopkins, Chairperson  
Augusta Ind. Board of Education